

# EXHIBIT F

Doc# 20090065963

This instrument prepared by  
and after recordation return to:  
Pamela Stein, Esq.  
Greenberg Traurig, LLP  
2200 Ross Avenue  
Suite 5200  
Dallas, Texas 75201

ASSIGNMENT AND ASSUMPTION OF NOTE AND LIENS

STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS THAT:  
COUNTY OF EL PASO     §

THIS ASSIGNMENT AND ASSUMPTION OF NOTE AND LIENS (this "Assignment") is entered and made effective as of August 31, 2009, by and between INLAND MORTGAGE CAPITAL CORPORATION, a Maryland corporation ("Inland Mortgage"), and IMCC SUNLAND, L.L.C., a Delaware limited liability company ("IMCC Sunland").

WITNESSETH:

WHEREAS, Inland Mortgage extended a loan to CDB Falcon Sunland Plaza, L.P., a Texas limited liability company ("Borrower"), in the maximum principal amount of \$6,771,000.00 (the "Loan"), as evidenced by that certain Promissory Note dated June 29, 2007, payable by Borrower to the order of Inland Mortgage in said principal amount, together with interest thereon as set forth therein (the "Note");

WHEREAS, as security for the Note, Borrower executed and delivered to Arthur Rendak as trustee for the benefit of Inland Mortgage, among other things, that certain First Deed of Trust, Assignment of Rents and Security Agreement dated June 29, 2007, and recorded as Instrument No. 20070061798 of the Real Property Records of El Paso County, Texas (together with any and all modifications or amendments, collectively hereinafter referred to as the "Deed of Trust"), encumbering certain real and personal property located El Paso County, Texas (as more particularly described on Exhibit A attached hereto and incorporated herein, the "Property"), to secure repayment of the Note;

WHEREAS, Borrower failed to pay the Note upon maturity and, as a consequence thereof, all accrued and unpaid interest on and the principal amount of the Note is currently due and payable;

WHEREAS, at the direction of Inland Mortgage, the substitute trustee ("*Trustee*") under the Deed of Trust posted the Property for foreclosure in accordance with the requirements of the Deed of Trust and the laws of the State of Texas, including without limitation Section 51.002 of the Texas Property Code, as amended from time to time (the "*Property Code*"), and made such filings and gave such notices as are required by the Property Code;

WHEREAS, a non-judicial foreclosure sale of the Property is scheduled to be conducted by the Trustee within between the hours of 10:00 a.m. and 1:00 p.m. on September 1, 2009 at the County Courthouse of El Paso County, Texas in the location designated by the applicable commissioners court for foreclosures sales to be held and otherwise in compliance with the procedures and requirements of Section 51.002 of the Property Code;

WHEREAS, IMCC Sunland desires to assume, and Inland Mortgage desires to assign to IMCC Sunland, all rights of Inland Mortgage under the Note, the Deed of Trust, the Construction Loan Agreement, the Assignment of Leases and Rents and the other loan documents evidencing and/or securing the Loan as more fully described in the Construction Loan Agreement (all of the foregoing, collectively, the "*Loan Documents*"), including, without limitation, the right to direct the actions of the Trustee under the Deed of Trust;

NOW, THEREFORE, therefore and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties do hereby agree as follows:

1. Assignment of Loan Documents. Inland Mortgage does hereby grant, bargain, sell, convey, alien, transfer, remise, quitclaim, and assign unto IMCC Sunland, its successors and assigns, and IMCC does hereby assume, all the right, title, interest, and benefit, and all obligations, which Inland Mortgage has or may have in, to, and under the Note, the Deed of Trust, and the other Loan Documents.

2. Continuation of Title Insurance Coverage. IMCC Sunland is a wholly-owned subsidiary of Inland Mortgage, and it is the express intent of Inland Mortgage and IMCC Sunland that the coverage afforded by Mortgagee Policy of Title Insurance No. 7210143-154130 (issued in lieu of No. 7210143-74035480) by Chicago Title Insurance Company in favor of Inland Mortgage, and its successors and/or assigns, as their interest may appear, shall continue in force following the acquisition of title to the Property by IMCC Sunland.

3. Representations and Warranties of Inland Mortgage. Inland Mortgage hereby represents, warrants, covenants and agrees, as of the date hereof, as follows:

(a) Loan Documents. Inland Mortgage is the secured party under the Loan Documents. Except for the Modification Agreement dated February 18, 2009, and recorded as instrument number 201090025587 in the Real Property Records of El Paso County, Texas, Inland Mortgage has not entered into any modification of the Loan Documents. Inland Mortgage has not made any prior assignment of its rights and obligations under the Loan Documents except for certain Collateral Assignments made to JP Morgan

Chase Bank, N.A. (as successor by merger to Bank One, N.A.(Main Office Chicago)), a national banking association, as Agent for the Lenders (as such terms are defined in the Collateral Assignments) and recorded under Instrument Number 20070073988 and Instrument Number 20090032678 of the Real Property Records of El Paso County, Texas (collectively, the "JP Morgan Chase Collateral Assignments").

(b) No Conflicts. The execution, delivery and performance of this Assignment and such other agreements or instruments by Inland Mortgage and the consummation of the transactions contemplated hereby and thereby will not, with or without the giving of notice or the lapse of time, or both, (i) violate any provision of law, statute, rule or regulation to which Inland Mortgage is subject, (ii) violate any order, judgment or decree applicable to Inland Mortgage, (iii) conflict with, result in a breach or default under, or cause the termination of (with or without the giving of notice or the passage of time or both), any court order, trust document, agreement, document or other instrument to which Inland Mortgage is a party or by which Inland Mortgage may be bound, or (iv) result in the creation or imposition of any lien, claim, charge, restriction, security interest or encumbrance of any kind whatsoever upon the Note, Loan Documents or the liens securing the Note.

4. Non-recourse. The conveyance described in this Assignment is made without recourse against Inland Mortgage and is without warranty except as expressly set forth in Section 3, above.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal substantive laws of the State of Texas, without giving effect to the conflict of law provisions thereof.

*[Signature page follows]*

IN WITNESS WHEREOF, Inland Mortgage and IMCC Sunland have executed this Assignment to be effective as of the date first above written.

INLAND MORTGAGE CAPITAL  
CORPORATION, a Maryland corporation

By: Arthur H. Rendak  
Arthur H. Rendak  
Vice President

IMCC SUNLAND, L.L.C.,  
a Delaware limited liability company

By: Inland Mortgage Capital  
Corporation, a Maryland  
corporation, its sole Member

By: Arthur H. Rendak  
Arthur H. Rendak  
Vice President

STATE OF ILLINOIS §

COUNTY OF DuPage §

This instrument was acknowledged before me, on the 15th day of September,  
2009, by Arthur H. Rendak, in the capacity as the vice president of Inland Mortgage  
Capital Corporation, a Maryland corporation, on behalf of said corporation.

Laura Razo  
Notary Public, State of Illinois

[SEAL]  
My Commission Expires:  
10-28-11

Laura Razo  
Printed Name of Notary Public



STATE OF ILLINOIS §  
COUNTY OF DePage §

This instrument was acknowledged before me, on the 15th day of September, 2009, by Arthur W. Rantz, in the capacity as the Vice President of Inland Mortgage Capital Corporation, a Maryland corporation, the sole Member of IMCC Sunland, LLC, a Delaware limited liability company, on behalf of said company.

Laura Razo  
Notary Public, State of Illinois

[SEAL]  
My Commission Expires:  
10-28-11

Laura Razo  
Printed Name of Notary Public

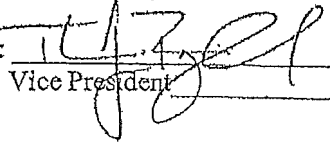


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CONSENT

The undersigned, on behalf of JP Morgan Chase Bank, N.A. (successor by merger to Bank One, N.A. (Main Office Chicago)), a national banking association, as Agent for the Lenders, hereby consents to the foregoing Assignment and Assumption of Note and Liens from Inland Mortgage Capital Corporation to IMCC Sunland, L.L.C. and agrees that IMCC Sunland, L.L.C. shall have the right to conduct a foreclosure with respect to the lien created by the Deed of Trust with respect to the Property. This Consent is effective as of the date first set forth above in the Assignment.

JP Morgan Chase Bank, N.A. (successor by merger to Bank One, N.A. (Main Office Chicago)), a national banking association, as administrative agent

By:   
Its: Vice President

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EXHIBIT "A"

LEGAL DESCRIPTION

The parcel of land herein described is a 4.371-acre portion of Lot 1, Block 1, Coronado Del Sol (Book 61, Pages 4-4C, Plat Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument at a centerline P.T. of South Mesa Hills Drive (120-foot right-of-way; Coronado Del Sol), from which a city monument at the centerline intersection of South Mesa Hills Drive and Bluff Ridge Drive (70-foot right-of-way; Coronado Del Sol) bears South 88°29'31" East, a distance of 1614.61 feet; Thence, 431.48 feet along the centerline of South Mesa Hills Drive and along the arc of a curve to the left, having a radius of 600.00 feet, a central angle of 41°12'11", and a chord which bears South 57°44'22" East, a distance of 422.24 feet; Thence, South 11°39'32" West, a distance of 59.21 feet to a 5/8" rebar with cap marked "Conde TX 2665" found on the southerly right-of-way of South Mesa Hills and the POINT OF BEGINNING of this description;

THENCE, 129.91 feet along said right-of-way and along the arc of a curve to the left, having a radius of 621.64 feet, a central angle of 11°58'26", and a chord which bears South 83°38'10" East, a distance of 129.68 feet to a found 1/2" rebar with cap marked "SLI TX 2998";

THENCE, 107.40 feet continuing along said right-of-way and along the arc of a curve to the left, having a radius of 660.00 feet, a central angle of 09°19'24", and a chord which bears North 85°42'55" East, a distance of 107.28 feet to a chiseled "X" set on the westerly boundary of that certain parcel of land described December 23, 1991, in Book 2383, Page 1059, Deed Records, El Paso County, Texas;

THENCE, South 10°14'55" East, along said boundary, a distance of 630.92 feet to a concrete nail and shiner found on the southerly boundary of that certain parcel of land described July 14, 2006, in Clerk's File No. 20060067480, El Paso County Clerk's Records, El Paso County, Texas;

THENCE, South 75°44'21" West, along said boundary, a distance of 117.66 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, South 74°23'36" West, continuing along said boundary, a distance of 96.46 feet to a 1/2" rebar with cap marked "SLI TX 2998" found on the easterly boundary of that certain parcel of land described June 30, 1995, in Book 2922, Page 1125, Deed Records, El Paso County, Texas;

THENCE, North 37°08'17" West, along said boundary, a distance of 177.52 feet to a found PK nail;

THENCE, North 52°51'43" East, continuing along said boundary, a distance of 70.11 feet to a found 5/8" rebar with cap marked "Conde TX 2665";

THENCE, North 37°08'17" West, continuing along said boundary, a distance of 298.61 feet to a found PK nail;

THENCE, North 19°09'11" East, continuing along said boundary, a distance of 275.51 feet to the POINT OF BEGINNING of this description.

Said parcel of land contains 4.371 acres (190,405 square feet) of land more or less.

SCANNED



Doc# 20090065963  
#Pages 7  
9/17/2009 3:27:12 PM  
Filed & Recorded in  
Official Records of  
El Paso County  
Della Briones  
County Clerk  
Fees \$40.00

SCANNED

I hereby certify that this instrument was filed on the date and time stamped  
hereon by me and was duly recorded by document number in the Official  
Public Records of Real Property in El Paso County.



*Della Briones*

EL PASO COUNTY, TEXAS